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April 19, 2024

VIA ECF

Hon. Miroslav Lovric
U.S. Magistrate Judge
U.S. District Court
Northern District of New York
Binghamton U.S. Courthouse
15 Henry St.
Binghamton, NY 13901

Re: *Honeywell Int'l Inc. v. Buckeye Partners, L.P. et al.*, No. 5:18-cv-00646-FJS-ML

Dear Judge Lovric,

Pursuant to the Court's February 2, 2024 Text Order, ECF No. 378, Plaintiff Honeywell International Inc. ("Honeywell"), Defendants Buckeye Partners, L.P., Buckeye GP LLC, Buckeye Pipe Line Company, L.P., and Buckeye Pipe Line Holdings, L.P. (collectively "Buckeye"), and Third-Party Defendants Atlantic Richfield Company ("ARCO"), Chevron Corporation, Chevron U.S.A., Inc., Texaco, Inc., TRMI-H, LLC (collectively, "Chevron"), ExxonMobil Oil Corporation and Exxon Mobil Corporation ("Exxon"), and Shell USA, Inc., f/k/a Shell Oil Company ("Shell") (collectively, the "Settling Parties") provide the Court with the following report:

The Settling Parties report that they have executed the various agreements among and between them needed to effectuate settlement. The agreements provide for a 45-day payment period after execution, with a dismissal stipulation/motion to be filed within seven days of payment. The payment period is currently running and will conclude on May 3, 2024. The Settling Parties anticipate filing a stipulation of dismissal and/or moving the Court for dismissal of Honeywell's claims against Buckeye and the majority of Buckeye's claims against the Third-Parties in *Honeywell Int'l Inc. v. Buckeye Partners, L.P. et al.*, No. 5:18-cv-00646-FJS-ML ("Buckeye Action")¹ not later than May 10, 2024.

¹ As stated in the February 1, 2024 Status Report, ECF No. 375, and January 27, 2024 Letter Motion, ECF No. 369 at n.8, Buckeye and Exxon will remain in the case *only* as to limited remaining contractual claims



Hon. Miroslav Lovric
April 19, 2024
Page 2

Honeywell and Buckeye intend to simultaneously move the Court to sever Buckeye's remaining claims against certain Third-Parties in the Buckeye Action from Honeywell's consolidated cases against Defendants Energy Transfer (R&M), LLC et al. ("Sunoco"), No. 5:18-cv-01176-FJS-ML, and CITGO Petroleum Corporation, No. 5:19-cv-01219-FJS-ML, which will not be impacted by the above-referenced settlement agreements or dismissal of claims.

* * *

All Settling Parties consented to my filing this status report on their behalf.

Sincerely,

/s/ Tyler L. Burgess

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for indemnification involving the YAD Defendants. These claims turn primarily, if not exclusively, on issues of contractual interpretation.